

NJ Department of the Treasury - Division of Purchase and Property

Notice of Award  
T-1044  
9-1-1 TELECOMMUNICATIONS EQUIPMENT

STATE OF NEW JERSEY  
DEPARTMENT OF TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU

INDEX #: T-1044

NOTIFICATION OF AWARD - TERM CONTRACT(S)

CONTRACT TITLE: 9-1-1 TELECOMMUNICATIONS EQUIPMENT CONTRACT # VARIOUS

CONTRACT PERIOD: FROM: 05/01/02 TO: 01/31/06  
APPLICABLE TO: ALL STATE AGENCIES  
POLITICAL SUBDIVISIONS\*

VENDOR NAME & ADDRESS: SEE ATTACHED VENDOR INFORMATION SHEET(S)  
FOR PURCHASE BUREAU USE  
Solicitation #: 32904  
Bid Open Date : 11/30/01  
CID # : 1020923  
Commodity Code: 725-18  
Set-Aside : NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination  
B. Method of Operation - State Agencies Only: Issue an agency purchase order to the appropriate contract vendor(s).

\*IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:  
Cooperative Purchasing Coordinator  
CN 230  
Trenton N.J. 08625  
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

- |  |                                       |
|--|---------------------------------------|
| 1. ANTOINETTE LAUDATI - BUYER                | 3. DAVID BLACKWELL - BUYER UNIT SUPER |
| 609-984-6265                                 | 609-292-3686                          |
| E-MAIL: ANTOINETTE.LAUDATI@TREAS.STATE.NJ.US |                                       |
| 2. GEORGE DAVIS - BUYER SUPERVISOR           | 4. OFFICE OF THE BUREAU SUPERVISOR    |
| 609-292-4974                                 | 609-292-4751                          |

PB177 (rev. 6/91)

PUB. DATE: 09/13/05

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SPECIFICATIONS  
FOR  
9-1-1 TELECOMMUNICATION EQUIPMENT  
T-1044

THIS CONTRACT IS FOR THE PURCHASE OF ADDITIONS AND MAINTENANCE TO EXISTING 9-1-1 TELECOMMUNICATION EQUIPMENT/SYSTEMS. NEW EQUIPMENT/SYSTEMS ARE TO BE BID SEPARATELY. REGARDING ADDITIONS AND UPGRADES TO EQUIPMENT: UPGRADES ARE LIMITED TO SOFTWARE ONLY; ADDITIONS ARE FOR ADDITIONAL POSITIONS OR TRUNKS. REPLACEMENT OF HARDWARE MUST BE BID SEPARATELY.

The Notice of Award following details all of the product lines for 9-1-1 Telecommunications Equipment and maintenance under contract with the State of New Jersey.

All of the vendors' bids are on file at the Purchase Bureau (33 West State Street, Trenton) and OIT (200 Riverview, Trenton).

Addenda - There will be additions, deletions and changes to vendor and product information during the term of this contract. The Purchase Bureau will be issuing addenda with this information.  
Note: Please file the addenda with your Notice of Award. The addenda are just as important as the Notice of Award.

Warranty - All the hardware and software products under this contract carry a one-year warranty. The warranty covers parts, service, transportation and any/all associated cost for on-site warranty work.

Method of Operation

After awards are made the State Agencies and participants in the Cooperative Purchasing Program will be able to obtain quotes from the awarded vendors.

Awarded vendors will be required to provide contract users with:

1. A written quote showing each item being quoted, the MSLP, the percent discount and the State's price.

2. A photocopy of the page from the vendor's original bid proposal detailing the item or system. If an item has been added to the contract after the original bid submission, the vendor must provide contract users with a photocopy of:
  - A. The Letter of Authorization from the Purchase Bureau verifying approval of the addition.
  - B. The vendor's letter requesting the addition and any attachments specifying the item or items to be added.

STATE AGENCIES:

1. To obligate funds use a contract release order.
2. Agencies may not order any 9-1-1 Telecommunication Equipment on this contract directly without the Office Of information Technology (OIT) approval. Orders in excess of \$25,000.00 must be supported by a justification. The order must be sent to:

Office of Information Technology  
200 Riverview  
P O Box 216  
Trenton, NJ 08625

3. OIT reserves the right to approve or disapprove the equipment that is requested by the State Agency, or to change the make, model and manufacturer of the equipment or the system configuration.

LOCAL GOVERNMENT - CO-OPERATIVE PURCHASING

The same method of operation is recommended to be followed by Co-operative Purchasing users, except submission of documentation and justification are to be sent to their various authorizing administrators.

Quotes from Contractors must be in strict accordance with the contract. Prices may be verified by the Purchase Bureau or OIT. Discounts from manufacturer's product lines and labor rates are included in the Notice of Award.

All orders are to be sent to the vendor directly, indicating State contract number. Invoices are to be sent to the local body. The State assumes no obligation for payment of bills.

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Brand and Vendor Index for 9-1-1 Telecommunication Equipment

Brand of Equipment	Vendor
ASC	Office Business Systems
CML	United Telephone
Dictaphone	Dictaphone

Eventide	Eventide
Exacom	Office Business Systems
Intrado	Intrado (SCC)
Eyretel (Lanier)	Office Business Systems
KML Technology	KML Technology
KOVA	KOVA
Mercom	Office Business Systems
Plant	Verizon New Jersey
Positron Public Safety Systems	Shared Technologies Fairchild
Thales Contact Solutions	Thales Contact Solutions
Xtend	Xtend
Zetron	Zetron Inc.

## 1.0 GENERAL REQUIREMENTS

### 1.1 PURPOSE AND INTENT

This Notice of Award (NOA) is for the purchase and installation of equipment to existing equipment/systems and maintenance to existing 9-1-1 Telecommunication equipment/systems.

The labor portion of this NOA is restricted to the installation of additions to existing equipment and maintenance of existing equipment.

Any form documents i.e. Purchase Agreements, Maintenance Agreements etc., submitted by vendors to Using Agencies are not to be accepted. See Supplement to this NOA for Purchase and Maintenance Agreements.

### 1.2 CONTRACT PERIOD

Contracts are for a one year period commencing with the date of formal award with a permitted one year contract extension at the option of the State with the consent of the contractor.

Contract extensions shall be at the option of the State with the concurrence of the contractor. The State shall notify the contractor of its intent to extend ninety days prior to expiration date of the initial contract period or, if applicable, the expiration date of the initial one-year extension.

### 1.3 CONTRACT TRANSITIONAL PERIOD

In the event that a contractor(s) is not selected prior to the contract expiration date as may be extended, or the date of termination of the contract by the State of New Jersey, it shall be incumbent upon the contractor(s) to continue the service under the same terms and conditions until new contracts can be completely operational.

At no time shall this service extend more than ninety (90) days beyond the original expiration date of the existing contract as may be extended.

### 1.4 PRICE

1.4.1 All prices in price lists are net, include all transportation charges to all NJ Using Agencies and are

firm and not subject to increase during the period of the contract. Escalation clauses are not accepted.

- 1.4.2 All discounts from price list are firm for the period of the contract.
- 1.4.3 In the event of manufacturer's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of the Division of Purchase and Property must be notified in writing of any reduction within five (5) days of the effective date.

#### 1.5 PROCEDURAL REQUIREMENTS AND AMENDMENTS

- 1.5.1 Contractor(s) shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.
- 1.5.2 During the period of contract, no change is permitted in any of its conditions and specifications, unless the Contractor receives written approval from the Director of the Division of Purchase and Property.
- 1.5.3 The State reserves the right to bid individual requirements separate from any contracts.
- 1.5.4 The bidder must be an OEM or a direct authorized dealer of the manufacturer of the products which it proposes to furnish. The State reserves the right to request the bidder's status at any time. Failure to provide the required certification may result in contract cancellation. Certifications may be requested for major components only, not miscellaneous hardware.
- 1.5.5 All personnel must observe all regulations in effect at the Using Agency. While on State property employees shall be subject to control of the State, but under no circumstance shall such persons be deemed employees of the State. The Contractor's personnel shall not represent themselves as employees of the State.

The Director of Purchase and Property may request the contractor to transfer employees from the work crew with respect to whom reasonable suspicion exists that they are incompetent, prone to excessive tardiness, absenteeism or theft.

- 1.5.6 The Contractor shall assume all responsibility for its actions and the actions of anyone working for the contractor while engaged in any activity connected with this contract.

#### 1.6 CATEGORIES

The equipment and services to be acquired are as follows and must conform to 9-1-1 Emergency Telecommunications System, N.J.A.C. 17:24-2.1 et seq.

- 1. Call Answering Equipment (9-1-1)

2. Instant Playback Recorder
3. Logging Equipment
4. Computer Aided Dispatch (CAD) Software

#### 1.7 SUBSTITUTIONS/REPLACEMENTS/ADDITIONS

If a new product within the scope of this NOA is introduced during the contract term, or a current product is discontinued, updated or replaced by a new product, and the contractor wishes to offer that product under the contract, the product must be better or equal to the equipment under contract and a request for substitution or addition must be made in writing to the Division of Purchase and Property, with the following stipulations:

1. The Request must be submitted, in writing, to Toni Lello at the Purchase Bureau, 33 West State Street, P O Box 230, Trenton, NJ 08625-0230. An original and two exact copies must be submitted.
2. The equipment will be considered for addition to the contract at the introduction price less the discount bid.
3. The request must be for equipment from the same manufacturer lines originally awarded.
4. All requests must be approved in writing by the Division of Purchase and Property before being offered to any agencies.

In addition, if a manufacturer is adding or removing dealers from their authorized list, the manufacturer must submit the request in writing as detailed above.

#### 1.8 New Technology

If a new product, having the same functional purpose and a demonstrated nexus to the product under the contract, is developed and comes in to standard production after the contract award, that product will be considered for addition and/or replacement to the product under contract. The Contractor must make a written request to the Purchase Bureau for the new product to be added to the contract. Such written request must include the specifications for the new product, evidencing that the new product serves the same functional purpose and has a close nexus to the product under contract.

All proposed additions or replacement are subject to review and written acceptance by the Director, Division of Purchase and Property. The sale of the new product, accepted in writing by the Director, shall be governed by the terms of the contract, including price. The aggregate price performance of any new product must be equal or less than the existing contracted product.

#### 1.9 ISSUE RESOLUTION

All issues, disputes, complaints, payments, time and material calls will be mediated by members of the contractor's staff, the Using Agency and the Purchase Bureau. Formal complaints will be handled by the Division's Contract Compliance and Administration Unit, pursuant to N.J.A.C. 17:12-4.

#### 1.10 No Additional Costs

All prices and hourly rates bid are to be all-inclusive. Additional charges for indirect costs, fees, licenses, registrations, commissions, travel, subsistence, report preparation, administrative tasks, administrative and clerical support, overhead, etc., are not to be billed and, if billed will not be paid.

#### 1.11 Lease/Purchase

There will be no lease purchase options under this contract.

Leasing will be allowed to those vendors who are tariffed under BPU NJ No. 2.

#### 1.12 WORKPLACE SAFETY

The State represents and warrants that State premises and conditions to be encountered by the Contractor at State's premises and in areas where work is to be performed shall be in compliance with all applicable Federal and State Laws, Rules and Regulations.

#### 1.13 COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT

Contractors must be in compliance with the Public Works Contractor Registration Act. Under the Act, no contractor/subcontractor will be permitted to engage in a contract for public work unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department of Labor, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements.

Labor rates must be in accordance with the Prevailing Wage Act. The Prevailing Wage Rates by county may be obtained at the following web site:

<http://www.state.nj.us/labor/wps/wh/division/contract/prevail/wagorate.htm>

#### 1.14 QUANTITIES

The State will not be bound to any minimum or maximum quantity. The contract shall be for the quantities actually ordered during the contract period.

#### 1.15 DEMONSTRATIONS

9-1-1 Telecommunications Equipment being offered must be capable of being demonstrated. Prototypes will not be acceptable. All equipment proposed must be operational at a customer location. Such demonstrations, if requested, will be held at the convenience of the State in an operational site within a 100 mile radius of Trenton, NJ.

#### 1.16 Contract Activity Report

In conjunction with the standard record keeping requirements of

this contract, as listed in paragraph 3.19 of the RFP's Standard Terms and Conditions, contractor(s) must provide, on a calendar quarter basis, to the Purchase Bureau buyer assigned, a record of all purchases made under their contract award resulting for this Request for Proposal. This includes purchases made by all using agencies including the State and political sub-divisions thereof. This reporting requirement includes sales to State using agencies and, if permitted under the terms of the contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, and independent institutions of higher education. The requirement also includes sales to State and County Colleges and Quasi-State Agencies. Quasi-State Agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is an member.

This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

- Contractor's total sales volume to each purchaser under the contract, subtotaled by product, including, if applicable, catalog number and description, price list with appropriate page reference and/or contract discount applied

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement for information.

Contractors are strongly encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to report this mandated information will be a factor in future award decisions.

## 2.0 DEFINITIONS

1. Addenda - Are written or graphic instruments issued by the Purchase Bureau which modify or interpret the RFP by additions, deletions, clarifications, or corrections.
2. Automatic Number Identification (ANI) - The automatic display of the calling party's telephone number.
3. Bidder - A person, partnership, firm, corporation or joint venture submitting a bid proposal in response to the RFP for the purpose of obtaining a State contract.
4. BRC - Board of Regulatory Commissioners or successors
5. Call Answering Equipment (9-1-1) as defined N.J.A.C. 17:24-2.1:
  - (a) Each PSAP call-taker position shall have the following equipment:
    1. 9-1-1 Terminal: A telecommunications device which will



enable the call-taker to utilize all the enhanced features of the 9-1-1 network.

2. Conference and Transfer: Conference and transfer "Push-button" type buttons which will allow the PSAP operator to do single button transfers and conferences to other PSAPS as well as other telephones on the public switched telephone network.
3. Except for integrated PSAPs, an Automatic Number Identification (ANI): a device which displays the telephone number from which the call was made. Typically, this display is also used for error indication and other messages generated by 9-1-1 terminal equipment.
4. Automatic Location Information (ALI) Screen: A computer like screen which displays address location information (ALI) and telephone number of the telephone from which the 9-1-1 call was made, and which lists the primary police, fire and EMS agency having jurisdiction in the area in which the address is located.
6. CO - Central Office
7. CITT - Consultative Committee for International Telegraphy and telephony.
8. Commission - The New Jersey State 9-1-1 Commission established pursuant to N.J.A.C. 52:17C-2 which shall oversee the Office of Emergency Telecommunication Services in the planning, design, and implementation of the Statewide enhanced 9-1-1 telephone system.
9. Computer Aided Dispatch (CAD) - A computer system designed to assist PSAP operators and dispatchers to increase the efficiency and accuracy of dispatching public safety services.
10. Console - An electronic answering position used to receive incoming calls, view incoming call information, and distribute calls to proper destination.
11. Contract - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.
12. Contractor - The Contractor is the bidder who has been awarded the Contract or purchase order resulting from the State's RFP to provide the goods or services specified in the RFP. The bidder becomes the Contractor after the date of final contract award.
13. Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the contracting officer for the State of New Jersey.
14. Division - The Division of Purchase and Property.
15. FCC - Federal Communications Commission
16. Formal Date of Award - Effective date of contract.

17. Instant Playback Recorder as defined in N.J.A.C. 17:24-2.1 (a)5: Instant playback voice recorder that will record and is capable of instantly replaying a 9-1-1 call or Instant playback voice/ALI screen recorder that will record and is capable of instantly replaying a 9-1-1 call and ALI data.
18. Logging Recorder as defined in N.J.A.C. 17:24-2.1(f): Each 9-1-1 line or each 9-1-1 terminal shall be connected to a logging recorder that records and time date stamps the disposition of all 9-1-1 calls.
19. May - Denotes that which is permissible, but not mandatory.
20. OETS - Office of Emergency Telecommunications Services
21. OIT - Office of Information Technology
22. Public Safety Answering Point (PSAP) - The first point of reception of a 9-1-1 call.
23. Refurbished - A term used in the secondary telecom equipment business. Refurbishing means the equipment has been cleaned, polished, resurfaced and whatever else it takes to return the equipment to a "like-new" appearance. Refurbishing usually means it has been completely tested and is ready for installation.
24. Remanufactured - Equipment, parts and/or systems that have been repaired and upgraded to the latest higher revision level. The remanufacturing process makes the equipment (used or new) into a finished product that is the latest release and ready for resale. Remanufactured is a term for the highest level of refurbished equipment.
25. Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of the State as identified herein.
26. Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.
27. Should - Denotes that which is recommended, but not mandatory.
28. State - State of New Jersey
29. Update - A maintenance fix to enhance functionality and overcome glitches in current version of software. It is not a major release or version change.
30. Upgrade - It is a new release of software which may impact functionality and cost.
31. Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract.

### 3.0 REQUIREMENTS

#### 3.1 DELIVERY

- 3.1.1.1 All deliveries are to be FOB destination. If installation is required, deliveries shall be spotted, installed and made operational and shall include:
  - A. Uncrating, setting into place and installation.
  - B. Final operating check by Contractor's factory trained representative.
  - C. Instruction of user's personnel.
- 3.1.1.2 Contractor shall be responsible for the delivery of material in first-class condition at the point of delivery and in accordance with good commercial practice.
- 3.1.1.3 Contractor shall notify the agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.
- 3.1.1.4 If deliveries can not be affected within the stated time after receipt of order, ordering agency shall be advised immediately to permit purchase from another source. There will be no back ordering, except upon specific approval of ordering agency.
- 3.1.1.5 Brands delivered must be strictly in accordance with those awarded to the Contractor.
- 3.1.1.6 Contractor must be able to service and deliver to all sections of the State. This service shall include: product information, sales, installation, technical support, training, maintenance and warranty support.

### 3.2 WARRANTY AND RESPONSE TIME

#### 3.2.1 Warranty

All equipment and software must operate in accordance with the manufacturer's standard specifications and documentations with a warranty for a minimum period of one year to begin after acceptance. Acceptance is when the equipment is installed either by the Using Agency or the Contractor and the equipment is in good working order and made operational in accordance with standard specifications and the equipment is accepted by the Using Agency, or if applicable, after the In-Service training. All repairs and replacement under the warranty is to be at no charge for parts, service and labor to the State of New Jersey.

Warranty for software includes any updates and upgrades thereto during the warranty period.

If warranty repairs cannot be corrected on site, and the component requiring the repair is crucial to the system, the Contractor must supply a replacement or loaner which is functionally equivalent at no charge in order to maintain the system while warranty repairs are being completed.

#### 3.2.2 Replacement Parts

Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to effect the necessary repairs where such replacement parts are unavailable. The Contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and he shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final.

The State will allow Remanufactured parts provided the remanufactured part has a "like new warranty" and for some reason a "new" part is not readily available, i.e. parts no longer in current production.

#### 3.2.3 Trouble Report

Contractor shall maintain a toll-free telephone number 24 hours a day, 7 days a week for "trouble reporting" and technical support.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the vendor's trouble reporting center.

#### 3.2.4 Response Time

##### Mean Time to Response

Response to a reported trouble on problems is thirty minutes unless the Using Agency assigns a high severity. A response is considered to be the actual physical process of resolving the problem not just forwarding the report. A verbal response to the Using Agency will be hourly.

##### Mean Time to Repair

Total outage time on any reported trouble shall be no longer than twenty-four hours. Total duration time may be less than twenty-four hours if the reported trouble is deemed a higher severity level by the Using Agency. Service must be restored within the time assigned. The following is the required duration by severity level.

- Severity Level 1 - Outage cleared within 24 hours.
- Severity Level 2 - Outage cleared within 8 hours.
- Severity Level 3 - Outage cleared within 4 hours.
- Severity Level 4 - Outage cleared within 2 hours.

Severity Level 1: Equipment failure not critical to the Using Agency and services can effectively continue until repairs are completed.

Severity Level 2: Equipment failure of malfunctions that is not currently impairing a Using Agency's ability to perform critical services. However, if additional failures of malfunctions occur prior to repair the Using Agency will be operating at a reduced capacity. As an example, a severity level 2 exists when a standby call-taker position is placed into service because of an equipment failure or malfunction.

Severity Level 3: Equipment failure of malfunction that impairs a Using Agency's ability to operate to it's designated performance. A severity level 3 exists when a Using Agency is able to continue to provide service at a reduced capacity. Such reduced capacity exists when 50% of a Using Agency's call-taker positions are declared out of service due to an equipment failure or malfunction.

Severity Level 4: Equipment failure or malfunction that significantly impairs the agency's ability to receive and properly process 9-1-1 calls. A severity level 4 exists when a Using Agency is to large extent out of service or, because of the failure or malfunction, 9-1-1 calls must be directed to another facility.

### 3.3 PACKING AND SHIPPING

Packaging for shipment shall be such as to protect the product adequately to insure safe shipment.

Shipping cases shall be marked to show the name of the suppliers, name and address of receiving agency and State purchase order number.

### 3.4 SHOP REPAIR MANUALS

Contractor shall supply a complete shop repair manual in hard copy (and in electronic format, if available) parts manual, service manual and operator's manual at time of delivery on items requiring them. In addition, operational instructions are to be provided if so requested by the Using Agency.

### 3.5 CURRENT PRODUCTION ITEMS

The Contractor shall provide only new current production items. No used or discontinued items are acceptable.

The Contractor is cautioned that surplus, seconds, factory rejects, close-out or distressed items are not acceptable, and if furnished, will be rejected. Repetitive deliveries of substandard items will result in the Using Agency's being authorized by the Director of Purchase and Property to obtain needed items on the open market and to charge the difference in price to the Contractor.

The State will allow remanufactured parts provided the remanufactured part has a "Like New Warranty," and for some reason a "new" part is not readily available, i.e. parts no longer in current production.

### 3.6 ITEMS ORDERED AND DELIVERED

Using Agencies are authorized to order and vendors authorized to ship only those items covered by this contract. If a review of orders placed by any Using Agency reveals that material other than that covered by the contract has been ordered and delivered, the Director of the Division of Purchase and Property will take such steps as necessary to have the material returned by the Using Agency regardless of the time lapsed between the date of delivery and discovery of the violation. Full credit will be demanded. Violation of this clause may result in the removal of the offending contractor's name from the bid mailing list for a period of up to three (3) years.

### 3.7 STANDARDS AND CODES

This section is in addition to the Standard Terms and Conditions, Paragraph 3.13, Performance Guarantee of Bidder.

All equipment and installation thereof shall conform to all current applicable Federal, State and Local laws and regulations, and PEOSHA codes, be FCC registered and meet the electrical code standards established by National Electrical Code (NEC), Underwriters Laboratories (UL) and American Disability Act.

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

9-1-1 Telecommunications Equipment must conform to:

#### A. FCC Registered

Comply with Part 68 of Title 46 FCC Regarding direct connection of Telecommunications Equipment.

Comply with part 15 FCC Regulations for hearing impaired.

#### B. NEMA National Electrical Code.

#### C. UL/CSA Standards.

#### D. Wiring must conform to and be installed in accordance with:

EIA/TIA-569-Electrical Industries Association  
Telecommunications Industry Association Commercial  
Building for Telecommunications Pathways and spaces.

#### E. Installation must be compliant with:

N.J.A.C. 17:24  
N.J.A.C. 5:23  
N.J.A.C. 6.22  
N.J.S.A. 18A:18  
Boca National Building Code

### 3.8 CONTRACTOR RESPONSIBILITIES

The Contractor will be the sole point of contact with regard to contractual matters. The contractor will be required to assume sole responsibility for the delivery, installation and maintenance of all equipment and services offered in its proposal whether or not it is the OEM. Payment will be made only to the contractor.

The Contractor shall comply with all laws, ordinances and regulations (Federal, State, City and otherwise) covering work thereunder.

The Contractor is responsible for assuring subcontractor compliance with all terms and conditions of this RFP. The Contractor will assume sole responsibility for any payments due the subcontractor(s) under the contract.

### 3.9 SUBCONTRACTING

This section is in addition to Section 3.11 of the Purchase Bureau Standard Terms and Conditions.

Subcontracting is allowable for purposes of this NOA.

### 3.10 MAINTENANCE FOLLOWING WARRANTY PERIOD AND RESPONSE TIMES

#### 3.10.1 Maintenance Following Warranty Period

The Contractor may provide for either an all inclusive maintenance price for one year and/or maintenance based on time and material for maintenance support for equipment and software after the one year warranty has expired.

Maintenance for software includes any updates thereto during the maintenance term.

Exhibit A is for an annual all inclusive maintenance contract. Information provided in response to Exhibit A include: labor, installation, preventative maintenance, installation of software upgrades (on the applicable equipment) and other materials required to repair or replace the equipment which has become inoperable through normal wear and usage.

Exhibit B is for maintenance based on time and material/hourly prices. Contractors completing Exhibit B included a list of material with the hourly rates.

Attachment B also includes a copy of the Agreement for Equipment and Software Maintenance. All Contractors must adhere to this agreement. Contractors are not permitted to submit their own maintenance agreement to the Using Agencies.

#### 3.10.2 Replacement Parts

Only new parts and materials are permissible where replacement of parts and materials is required in accordance with the manufacturer's guidelines to effect the necessary maintenance and/or repairs where such replacement parts are unavailable. The Contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's maintenance manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and he shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by

the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final.

The State will allow remanufactured parts provided the remanufactured part has a "like new warranty," and for some reason a "new" part is not readily available, i.e. parts no longer in current production.

#### 3.10.3 Trouble Report

Contractor shall maintain a toll-free telephone number 24 hours a day, 7 days a week for "trouble reporting" and technical support.

Contractor shall provide a list of escalation telephone contact numbers for supervisory personnel of the vendor's trouble reporting center.

#### 3.10.4 Response Time

##### Mean Time to Response

Response to a reported trouble on problems is thirty minutes unless the Using Agency assigns a high severity. A response is considered to be the actual physical process of resolving the problem not just forwarding the report. A verbal response to the using Agency will be hourly.

##### Mean Time to Repair

Total outage time on any reported trouble shall be no longer than twenty-four hours. Total duration time may be less than twenty-four hours if the reported trouble is deemed a higher severity level by the Using Agency. Service must be restored within the time assigned. The following is the required duration by severity level.

- Severity Level 1 - Outage cleared within 24 hours.
- Severity Level 2 - Outage cleared within 8 hours.
- Severity Level 3 - Outage cleared within 4 hours.
- Severity Level 4 - Outage cleared within 2 hours.

Severity Level 1: Equipment failure not critical to the Using Agency and services can effectively continue until repairs are completed.

Severity Level 2: Equipment failure of malfunctions that is not currently impairing a Using Agency's ability to perform critical services. However, if additional failures of malfunctions occur prior to repair the Using Agency will be operating at a reduced capacity. As an example, a severity level 2 exists when a standby call-taker position is placed into service because of an equipment failure or malfunction.

Severity Level 3: Equipment failure of malfunction that impairs a Using Agency's ability to operate to its designated performance. A severity level 3 exists when a



Using Agency is able to continue to provide service at a reduced capacity. Such reduced capacity exists when 50% of a Using Agency's call-taker positions are declared out of service due to an equipment failure or malfunction.

Severity Level 4: Equipment failure or malfunction that significantly impairs the agency's ability to receive and properly process 9-1-1 calls. A severity level 4 exists when a Using Agency is to large extent out of service or, because of the failure or malfunction, 9-1-1 calls must be directed to another facility.

### 3.11 TRAINING

The Contractor will provide training and manuals for all equipment and system operation immediately following system installation. Upon request, the Contractor will provide a training outline to the Using Agency. It is expected that an individual other than the site installation technician will perform the training. The site installation technician may provide an overview/introduction/orientation to the newly installed equipment.

Training for equipment and system operation is expected to be a least one half day, four hours. The Contractor will provide all training materials. Training should be included in the price of the the equipment.

Additional training may be required by the Using Agency before the expiration of the equipment warranty or during the extended maintenance period chosen by the Using Agency. This training would be in addition to the training that is to be included after installation. Contractor will be responsible for fulfilling this need by scheduling additional training when requested at a per day rate.

### SUPPLEMENT TO STANDARD TO TERMS AND CONDITIONS

The following paragraph supersedes the Standard Terms and Conditions as listed in the Request for Proposal 02-X-32904.

#### Standard Terms and Conditions

Paragraph 2 Liabilities, delete sections 2.1 and 2.2 and replace with the following

#### 2.1 Patent and Copyright Indemnity

(A) The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the Contract.

(b) The State of New Jersey agrees: (1) to promptly notify the

Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense or settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.

- (c) In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

## 2.2 Indemnification

Unless otherwise exempted by law, the Contractor assumes all risk and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise or result from (1) any willful misconduct or negligent act or omission of the contractor; or (2) the work, materials or services supplied by the contractor under this contract; or (3) the contractor's breach of this contract. The State agrees to notify the contractor as soon as is practical of any claim, demand or action for which the State will request indemnification from the contractor.

This indemnification obligation does not extend to incidental and special or consequential damages.

## 2.3 Insurance, Subparagraph a.

### Comprehensive General Liability Insurance

The minimum limit of liability shall be \$5,000,000 per occurrence as a combined single limit for bodily injury and property damage together with excess coverage or umbrella coverage with the same terms and conditions as the primary underlying coverage (following form) in an amount such that the primary and excess coverage or primary and umbrella coverage together equal or are greater than \$15,000,000. Said excess or umbrella policy shall contain a clause stating that it takes effect (drops down) in the event the primary coverage is impaired or exhausted.

The above required Comprehensive General Liability policy shall name the State, its officers, and employees as additional insured.

The coverage to be provided under this policy shall be at least as broad as that provided by the standard basic, unamended, and unendorsed comprehensive general liability occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by an endorsement limiting the breadth of coverage.

The insurance policy shall be endorsed to include contractual liability coverage, broad form property damage coverage,

independent contractor's coverage and personal injury coverage.

### 3.5 Termination of Contract

This section is changed to read "Termination of Contract or Maintenance Agreement".

#### 3.13 Performance Guarantee of Bidder

Delete Paragraph e. and replace with the following:

Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a four hour period for Major Emergency System Down and eight hours for Minor Emergency System Down.

Delete Paragraph f. and replace with the following:

During the one year warranty period, the Contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

The following paragraph is added:

Paragraph H:

The State requires the goods and services that are the subject of this RFP for the particular purposes detailed herein and the State is relying on the contractor's skill or judgment in selecting or furnishing such goods and services.

Standard Terms and Conditions will supersede all software agreements until agreed to by the Director.

## ATTACHMENT A

### PURCHASE AGREEMENT AND WARRANTY SUPPLEMENTAL

\_\_\_\_\_, hereinafter "Contractor," and \_\_\_\_\_ hereinafter "Using Agency," agree that in addition to the Standard Terms and Conditions and Specifications governing 02-X-32904, the following terms and conditions will apply to any additional equipment, software, installation, and warranty ordered by the Using Agency pursuant to any contract awarded as a result of this RFP..

#### 1.0 ORDERS

The term "order" is defined as the request to purchase equipment or software evidenced by the Purchase Order from the Using

Agency, attached hereto and incorporated herein.

## 2.0 PRICE

All prices must be in accordance with the Contract. Payment shall be made upon acceptance by the Using Agency. Acceptance is when the additional equipment is installed either by the Using Agency or the Contractor and the additional equipment is in good working order and made operational in accordance with standard specifications and the additional equipment is accepted by the Using Agency, or if applicable, after In-Service training.

## 3.0 WARRANTY EXCLUSIONS

- A. Except as stated in Section 2.2 and 3.13 Paragraph H of the supplement to the Standard Terms and Conditions, the Contractor makes no warranties, express or implied of merchantability or fitness for a particular purpose with respect to the additional equipment and software.
- B. It is understood that the warranty provided in Section 3.2 with respect to additional equipment and software does not cover repair for damages or malfunctions caused by: (1) abuse, misuse, neglect of non-Contractor personnel; (2) non-Contractor furnished equipment or software; (3) failure to follow Contractor's installation and operation instructions, including failure to permit the Contractor timely remote access to the additional equipment; (4) force majeure conditions as stated in Section 6 below. In addition, it is understood that the software warranty will be voided if the software is modified by the Using Agency without the Contractor's consent.
- C. The Contractor is not responsible for, unauthorized use (or charges for such use) of common carrier telecommunications services or facilities accessed through or connected to the equipment.

## 4.0 PROPRIETARY SOFTWARE

Subject to the provisions contained herein, Contractor grants a non-exclusive license for the use of certain proprietary computer software products to the Licensee named above (herein called the "Using Agency").

### A. Proprietary Software and Services

\_\_\_\_\_ will furnish the Using Agency with proprietary software programs and user documentation for \_\_\_\_\_. The \_\_\_\_\_ software will operate on :

\_\_\_\_\_ and on the designated operating system \_\_\_\_\_. Before the Using Agency replaces or relocates the designated CPU, it shall notify \_\_\_\_\_, in writing, of such replacement or relocation. \_\_\_\_\_ Consent to the foregoing shall not be unreasonably withheld.

This LICENSE AGREEMENT (herein called the "Agreement") shall cover the use of the SOFTWARE PRODUCTS (see Exhibit C) for up to and including \_\_\_\_ users of \_\_\_\_\_ software in any combination of \_\_\_\_\_ upon payment by the Using Agency to \_\_\_\_\_ of: License Fee: \_\_\_\_\_. The Using

Agency agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ per user for each additional user from the \_\_\_\_\_. The Using Agency further agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ for each additional user from the \_\_\_\_\_.

\_\_\_\_\_ may, at its option, on a yearly basis request in writing that the Using Agency provide \_\_\_\_\_, in writing, a list of the number of users presently using the SOFTWARE PRODUCTS. The Using Agency shall supply such information to \_\_\_\_\_ within 30 days of receipt of such request.

#### B. Services

The Contractor's warranty for software shall include:

1. All software updates, revisions, new versions and patches necessary to maintain the functionality of the proposed system.
2. On-site problem correction.
3. Problem resolution.
4. Installation, repairs, preventative updates, moves, changes and other services.
5. Ability to perform remote diagnostics.

#### C. Restricted Use and Proprietary Rights

The Using Agency shall be provided with all necessary documentation by \_\_\_\_\_ which shall be required to operate the SOFTWARE PRODUCT(S) effectively.

The Using Agency acknowledges that the SOFTWARE PRODUCT(S) are a valuable trade secret, exclusively marketed in this area by \_\_\_\_\_. The Using Agency ACKNOWLEDGES THAT \_\_\_\_\_ developed this system through the expenditure of substantial time, effort and money, which \_\_\_\_\_ wishes to retain in confidence and withhold from disclosure to persons who are not LICENSEES. The Using Agency hereby agrees that any information, knowledge and factual data related to the SOFTWARE PRODUCT(S) which may be imparted to the Using Agency by \_\_\_\_\_ at any time, will not be communicated to any third party except the employees of the Using Agency who will utilize any such information and factual data only in the scope of their employment in order to further the business of the Using Agency. It is expressly understood that this obligation shall survive the expiration of termination of the Agreement. The Using Agency shall have a non-exclusive license to utilize the SOFTWARE PRODUCT(S) but shall have no other right, title or ownership interest therein, nor shall this Agreement be deemed to create a partnership or joint venture of any kind between \_\_\_\_\_ and the Using Agency. The Using Agency shall have no right whatsoever, express or implied, to bind \_\_\_\_\_ to any other agreement whatsoever. It is understood that the Using Agency's right to use the SOFTWARE PRODUCT(S) pursuant to the terms of the within Agreement shall be personal to the Using Agency and shall not in any respect be assignable to a

third party without the prior written consent of  
\_\_\_\_\_.

#### 5.0 TITLE/RISK OF LOSS

Risk of loss for Using Agency installed equipment and Contractor installed equipment shall pass to the Using Agency upon delivery. Title to Using Agency installed equipment and Contractor-installed equipment shall pass to the Using Agency upon acceptance as defined in Section 3.2.1 of the Specifications.

#### 6.0 FORCE MAJEURE

The Contractor shall have no liability for delays, failure in performance or damages due to: fire, explosion, pest damage, power failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the equipment or other causes beyond the Contractor's control whether or not similar to the foregoing.

#### 7.0 SUBCONTRACTING OR ASSIGNMENT

The Contract may not be subcontracted or assigned by the Contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the Contract.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Using Agency or the State of New Jersey.

#### 8.0 RECONCILIATION OF EQUIPMENT ADDITIONS UNDER WARRANTY

It is the responsibility of the Contractor to provide a list of all equipment whose warranty has expired during the fiscal year. This list will be for the Using Agency and must contain Model Number, Serial Number and Warranty Expiration Date ,i.e. FDOC (First Day of Charge). This list must be received by the Using Agency by April 15 of each year and must also be certified by the Using Agency as part of their inventory reconciliation.

#### 9.0 GENERAL

- A. Any supplement, modification or waiver of any provision of this Agreement as relates to the quantity of equipment and software ordered must be in writing and signed by authorized representatives of the Using Agency and Contractor's authorized representative.
- B. If either party fails to enforce any right or remedy available under this Agreement, that failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other party.
- C. The Using Agency certifies that the equipment acquired thereunder is intended for the Using Agency's use in the ordinary course of business and not for the purpose of

resale.

- D. This Agreement incorporates the terms and conditions set forth within the Specifications, the Standard Terms and Conditions and the Contractor's response. In the event of a conflict, the governing order of the document shall be the Specifications, the Standard Terms and Conditions, this Agreement and the Contractor's response.

## AGREEMENT FOR EQUIPMENT AND SOFTWARE MAINTENANCE

### 1.0 EFFECTIVE DATE AND TERM

This Agreement shall become effective for one year following acceptance, i.e., when the one year warranty period expires and shall remain in effect for one year.

### 2.0 SCOPE OF AGREEMENT

This Agreement contains standard maintenance provisions for equipment and software provided by the vendor.

### 3.0 AGREEMENT OBJECTIVES

To provide maintenance prices applicable to the equipment and software purchased under this contract. The maintenance price list must be attached.

### 4.0 PROPRIETARY SOFTWARE AND POST-WARRANTY MAINTENANCE SERVICES

Subject to the provisions contained herein, vendor grants a non-exclusive license for the use of certain proprietary computer software products to the Licensee named above (herein called the "Using Agency").

#### A. Proprietary Software and Services

\_\_\_\_\_ has furnished the Using Agency with proprietary software programs and user documentation for \_\_\_\_\_. The \_\_\_\_\_ software operate on :

\_\_\_\_\_ and on the designated operating system \_\_\_\_\_. Before the Using Agency replaces or relocates the designated CPU, it has agreed to notify \_\_\_\_\_, in writing, of such replacement or relocation. \_\_\_\_\_ Consent to the foregoing shall not be unreasonably withheld.

This LICENSE AND MAINTENANCE AGREEMENT (herein called the "Agreement") covers the use of the SOFTWARE PRODUCTS (see Exhibit C) for up to and including \_\_\_\_ users of \_\_\_\_\_ software in any combination of \_\_\_\_\_ upon payment by the Using Agency to \_\_\_\_\_ of: License Fee: \_\_\_\_\_ and

Maintenance Fee: \_\_\_\_\_. The Using Agency agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ per user for each additional user from the \_\_\_\_\_. The Using Agency further agrees to pay to \_\_\_\_\_ the sum of \_\_\_\_\_ for each additional user from the \_\_\_\_\_.

\_\_\_\_\_ may, at its option, on a yearly basis request in writing that the Using Agency provide \_\_\_\_\_, in writing, a list of the number of users presently using the SOFTWARE PRODUCTS. The Using Agency shall supply such information to \_\_\_\_\_ within 30 days of receipt of such request.

#### B. Maintenance and Enhancements

\_\_\_\_\_ will maintain the software in an operable condition according to the specifications contained in the user documentation manual supplied with the software and will make generally incorporated improvements and enhancements to the software available without additional charge for two years following the effective day of this Agreement. The following definitions shall apply for the purpose of determining the "Actual Annual Maintenance Charge".

The "Initial Annual Maintenance Charge" shall be \_\_\_\_\_ for up to and including \_\_\_\_\_ users: Increased by \_\_\_\_\_ per year for each additional user added to the original \_\_\_\_\_ users during the maintenance period.

The "Initial Maintenance Start Date" shall be \_\_\_\_\_.

The \_\_\_\_\_ shall be the maintenance price for \_\_\_\_\_, which \_\_\_\_\_ then currently charges to its customers as set forth in \_\_\_\_\_ then current published price list.

#### C. Services

The contractor's maintenance program for software shall include:

1. All software updates, revisions, new versions and patches necessary to maintain the functionality of the proposed system.
2. On-site problem correction.
3. Problem resolution.
4. Installation, repairs, preventative maintenance, updates, moves, changes and other services.
5. Ability to perform remote diagnostics.

#### D. Restricted Use and Proprietary Rights

The Using Agency shall be provided with all necessary documentation by \_\_\_\_\_ which shall be required to operate the SOFTWARE PRODUCT(S) effectively.



The Using Agency acknowledges that the SOFTWARE PRODUCT(S) are a valuable trade secret, exclusively marketed in this area by \_\_\_\_\_. The Using Agency ACKNOWLEDGES THAT \_\_\_\_\_ developed this system through the expenditure of substantial time, effort and money, which \_\_\_\_\_ wishes to retain in confidence and withhold from disclosure to persons who are not LICENSEES. The Using Agency hereby agrees that any information, knowledge and factual data related to the SOFTWARE PRODUCT(S) which may be imparted to the Using Agency by \_\_\_\_\_ at any time, will not be communicated to any third party except the employees of the Using Agency who will utilize any such information and factual data only in the scope of their employment in order to further the business of the Using Agency. It is expressly understood that this obligation shall survive the expiration of termination of this Agreement. The Using Agency shall have a non-exclusive license to utilize the SOFTWARE PRODUCT(S) but shall have no other right, title or ownership interest therein, nor shall this Agreement be deemed to create a partnership or joint venture of any kind between \_\_\_\_\_ and the Using Agency. The Using Agency shall have no right whatsoever, express or implied, to bind \_\_\_\_\_ to any other agreement whatsoever. It is understood that the Using Agency's right to use the SOFTWARE PRODUCT(S) pursuant to the terms of the within Agreement shall be personal to the Using Agency and shall not in any respect be assignable to a third party without the prior written consent of \_\_\_\_\_.

#### 5.0 POST WARRANTY HARDWARE MAINTENANCE AND REPAIR OPTIONS

The following maintenance and repair service pricing options shall be made available to the Using Agencies. This price structure will remain constant over the next three years.

- A. Annual All-Inclusive - A single annual repair/maintenance fee as established in Exhibit "A" hereto for each equipment make and model number supplied by the Contractor under the State contract for supply of 9-1-1 Telecommunication Equipment. The price established shall include all repair and maintenance costs including labor, parts, travel, shipping, etc. as well as any required emergency services. Using Agencies may order such service for a twelve month period commencing from the expiration of the equipment warranty.
- B. Time and Material/Hourly Maintenance and Repair Services - Labor Only - Hourly rates for labor shall be established as follows in Exhibit "B" hereto.
  - 1. Straight time/Business Day (8:00 am - 5 pm, Mon thru Fri.)
  - 2. Overtime - (5:01 pm - 7:59 pm, Mon. thru Sat. All Day Saturday.
  - 3. Premium Time, Sundays & Holidays All Day
  - 4. Emergency Service Calls - Response required within \_\_\_\_\_ hours of notification by Using Agency.

When the hourly maintenance and repair service option is elected by the Using Agency, replacement parts shall be priced in accordance with the vendor discounts bid off of the OEM published price list for brands as listed in RFP 01-X-32904.

#### 6.0 POST WARRANTY HARDWARE SERVICE LEVEL

The Contractor will provide the Using Agency with maintenance as set forth in Section 4.0 of the Specifications. Service covered includes:

- A. Calls resulting from abuse or neglect which are billable for parts only where the all-inclusive option is chosen and for time and materials where such option is chosen, when service is performed between the hours of 8:00 a.m. and 5:00 pm;
- B. Price of replacement parts which shall be charged at the lowest available State Contract Price then in effect;
- C. Problem determination of less than one hour's duration shall not be charged;

#### 6.1 Repairs and Maintenance

All repair and maintenance work performed by the Contractor pursuant to this agreement shall be in accordance with the manufacturer's guidelines and recommendations as published in the appropriate maintenance manuals relating to the specific pieces of Equipment thereunder.

9-1-1 Telecommunications Equipment must conform to:

##### A. FCC Registered

Comply with Part 68 of Title 46 FCC Regarding direct connection of Telecommunications Equipment.

Comply with part 15 FCC Regulations for hearing impaired.

##### B. NEMA National Electrical Code.

##### C. UL/CSA Standards.

##### D. Wiring must conform to and be installed in accordance with:

EIA/TIA-569-Electrical Industries Association  
Telecommunications Industry Association Commercial  
Building for Telecommunications Pathways and spaces.

##### E. Installation must be compliant with:

N.J.A.C. 17:24  
N.J.A.C. 5:23  
N.J.A.C. 6.22  
N.J.S.A. 18A:18  
Boca National Building Code

#### 6.2 Replacement Parts

Only new parts and materials are permissible where replacement of parts and materials is required in accordance

with the manufacturer's guidelines to effect the necessary maintenance and/or repairs where such replacement parts are unavailable, the Contractor may propose substitute brands provided such brands are equal or better than the ones contained in the manufacturer's maintenance manual. The burden of establishing interchangeability, suitability and quality of alternate or substitute replacement parts or materials lies with the Contractor; and he shall furnish at its own expense all applicable technical literature or documentation and information necessary or related thereto as required by the Using Agency. The Using Agency will review such information as may be provided by the Contractor with respect to the comparative quality and suitability of alternate or substitute equipment, articles or materials and the Using Agency's decision shall be final.

#### 7.0 ISSUE RESOLUTION

All issues, disputes, complaints, payments, time and material calls will be mediated by members of the Contractor's staff, the Using Agency and the Purchase Bureau.

#### 8.0 INCORPORATION OF THE STATE STANDARD TERMS AND CONDITIONS:

The State of New Jersey Standard Terms and Conditions included in RFP 01-X-32904 are hereby incorporated herein by reference as if set forth in full text.

#### 9.0 TIME AND MATERIAL CHARGES

For all maintenance services provided by the Contractor that are not covered by the standard maintenance coverage and provided within or outside the contracted service hours, the Contractor will issue a written customer service report of each such incident of equipment malfunction or part thereof with the invoice charges consistent with those attached on Exhibit B any resulting invoices will be mailed directly to the Using Agency. After review, if payment is owing, the Using Agency will make payment to the Contractor.

#### 10.0 Non-Allocation of Funding Termination:

Each fiscal year payment obligation of the Using Agency is conditioned upon the availability of State funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor thereunder, whether in whole or in part, such services may be terminated by the Using Agency at the end of any particular fiscal year. The Using Agency will notify the Contractor in writing immediately of any services which will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Using Agency to terminate this Addendum during the term, or any service thereunder, merely in order to acquire identical service from a third party maintenance Contractor.

#### 11.0 Hardware Support

The Contractor agrees to provide guaranteed continuous maintenance service availability for current equipment listed for a minimum period of one year. However, this guarantee is made subject to the following:

A. Provide maintenance on all mentioned units at no additional charge except for work not covered. Work not covered by this Agreement is defined as maintenance required to repair damages, malfunctions or service failures caused by the following:

1. Repeated failure to follow Contractor's installation, operation or maintenance instructions.
2. Repeated device failure due to abuse, misuse, or negligent acts.
3. Power failure or surges, lightning, fire, flood, pest damage, accident, or other events not arising under normal operating conditions.

The Contractor agrees to perform maintenance services in such instances on a time and materials basis and in accordance with the rates set forth herein.

#### 12.0 OTHER RIGHTS

The signing of this Maintenance Agreement will not establish any other rights nor will it constitute a guarantee that the maintenance of any newly acquired products by the Using Agency during the term of the Maintenance Agreement will be contracted to a given firm.

#### 13.0 RENEWAL

Upon the expiration of this Maintenance Agreement, the Contractor will grant the Using Agency the option to renew under either of:  
a) a then current Term Contract Agreement between the State of New Jersey and the Contractor substantially inclusive of similar terms and conditions to those contained herein, or b) new mutually agreed upon terms and conditions by the parties.

#### 14.0 CONTINUITY CLAUSE

The above Maintenance Agreement amends all attached exhibits and any previous written or oral service agreements that are conflicting in terms and conditions.

#### 15.0 LAWS

This Addendum shall be governed and construed and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey.

#### 16.0 Force Majeure

The Contractor shall have no liability for delays, failure in performance or damages due to: fire, explosion, pest damage, power failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, unauthorized use of the equipment or other causes beyond the Contractor's control whether or not similar to the foregoing.  
The Contractor shall have

AGREED: \_\_\_\_\_ AGREED: VENDOR

BY: \_\_\_\_\_ By: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR:

\_\_\_\_\_

FOR:

\_\_\_\_\_

#### EXHIBIT A

##### Annual All Inclusive

Contractor to provide prices for the annual maintenance of the equipment listed below:

Equipment

Maintenance Pricing

#### EXHIBIT B

##### TIME AND MATERIAL/HOURLY MAINTENANCE AND REPAIR SERVICES

Service performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday is billable at \$\_\_\_\_\_ per hour.

Service performed between the hours of 5:01 p.m. and 7:59 a.m. Monday through Friday including all day Saturday is billable at \$\_\_\_\_\_ per hour.

Service performed all day Sunday and Holidays is billable at \$\_\_\_\_\_ per hour.

Service performed for Emergency Service Calls which is within \_\_\_\_\_ hours of notification by the Using Agency is billable at \_\_\_\_\_ per hour.

Service performed at times other than those specified above is billable at \$\_\_\_\_\_ per hour.

For non-contract customers, service rates are specified above. In addition there is a one hour minimum, plus \$\_\_\_\_\_ per mile regardless of the time service is performed, plus any parts required for repair.

## EXHIBIT C

### SOFTWARE PRODUCT SCHEDULE

This schedule will be affixed to and become a part of Agreement for Equipment and Software Maintenance \_\_\_\_\_ signed by \_\_\_\_\_ and by the Using Agency.

The Using Agency shall be licensed to use the described Software on the computers stated below. This use shall be governed by terms and conditions as stated in the License and Maintenance Agreement signed with the Using Agency. The Software listed below may be procured for use on additional computers by paying the incremental charge then in effect. In the event that this schedule conflicts with previous schedules, the most current schedule will control.

#### SITE 1

SOFTWARE DESCRIPTION	PRICE	NO. OF COPIES
----------------------	-------	---------------

Price valid through \_\_\_\_\_.

Customer shall agree to pay \_\_\_\_\_ upon execution of this schedule the total sum of \$\_\_\_\_\_ dollars.

ACCEPTED

ACCEPTED

Ordering Agency

\_\_\_\_\_

by: \_\_\_\_\_

by: \_\_\_\_\_

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

USING AGENCY

CONTRACTOR

BY \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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VENDOR INFORMATION SHEET  
COOP \*

VENDOR NAME AND ADDRESS

SBE/MBE/WBE/PURCH

EVENTIDE INC  
ONE ALSAN WAY  
LITTLE FERRY, NJ 07643

NO /NO /NO /YES

CONTRACT #: 51005  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 14 DAYS ARO

CONTACT PERSON: GORDON F. MOORE

CONTACT PHONE: 201-641-1200  
ORDER FAX # : 201-641-1640

KML TECHNOLOGY INC  
1460 GRANDVIEW AVE  
UNIT #4  
WEST DEPTFORD, NJ 08066

YES/NO /NO /YES

CONTRACT #: 51010  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 60 DAYS ARO

CONTACT PERSON: KENNETH P. LAURIA

CONTACT PHONE: 856-848-4200  
ORDER FAX # : 858-848-1617

KOVA CORP  
471 ROUTE 9 SOUTH  
TUCKERTON, NJ 08087

NO /NO /NO /YES

CONTRACT #: 51023  
EXPIRATION DATE: 01/31/06  
TERMS: 1% 10 NET 30  
DELIVERY: 30 DAYS ARO

CONTACT PERSON: CHRIS SILVA

CONTACT PHONE: 609-296-1498  
ORDER FAX # : 800-879-0720

NICE SYSTEMS  
SUITE 250  
950 HERNDON PARKWAY  
HERNDON, VA 20170

NO /NO /NO /YES

CONTRACT #: 51004  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 30 DAYS ARO

CONTACT PERSON: BERNI BREEN

CONTACT PHONE: 888-471-3463  
ORDER FAX # : 973-667-7635

\* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?

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VENDOR INFORMATION SHEET  
COOP

VENDOR NAME AND ADDRESS

SBE/MBE/WBE/PURCH

NICE SYSTEMS  
SUITE 250  
950 HERNDON PARKWAY  
HERNDON, VA 20170

NO /NO /NO /YES

CONTRACT #: 51007  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 21 DAYS ARO

CONTACT PERSON: DAVID MYLES

CONTACT PHONE: 703-709-7114  
ORDER FAX # : 703-709-9529

\*\* SEE AUTHORIZED DEALER LIST \*\*

OFFICE BUSINESS SYSTEMS INC  
ONE CHAPIN ROAD  
PINE BROOK, NJ 07058-9719

YES/NO /NO /YES

CONTRACT #: 51006  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 46 DAYS ARO

CONTACT PERSON: JAMES THOMPSON

CONTACT PHONE: 973-575-6550  
ORDER FAX # : 973-575-4190

SHARED TECHNOLOGIES FAIRCHILD  
INC

NO /NO /NO /YES

CONTRACT #: 51016  
EXPIRATION DATE: 01/31/06



PO BOX 746  
2550 EISENHOWER AVE  
VALLEY FORGE, PA 19482

TERMS: NONE  
DELIVERY: 7 DAYS ARO

CONTACT PERSON: KEVEN P. MCNAMORA

CONTACT PHONE: 201-498-7779  
ORDER FAX # : 201-498-7998

TEL CONTROL INC  
7902 LOGAN DR SW  
HUNTSVILLE, AL 35802

NO /NO /NO /YES

CONTRACT #: 51014  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 7 DAYS ARO

CONTACT PERSON: PHIL COLE

CONTACT PHONE: 630-955-1160

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VENDOR INFORMATION SHEET  
COOP

VENDOR NAME AND ADDRESS

SBE/MBE/WBE/PURCH

UNITED TELEPHONE CO OF NJ  
BUSINESS COMM SYSTEMS DIV  
97 SPENCER LANE  
ANNANDALE, NJ 08801

NO /NO /NO /YES

CONTRACT #: 51009  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 2 WEEKS ARO

CONTACT PERSON: PAUL A. CARBIN

CONTACT PHONE: 908-735-3175  
ORDER FAX # : 908-735-3186

VERIZON NEW JERSEY  
183 BROAD STREET  
RED BANK, NJ 07701

NO /NO /NO /YES

CONTRACT #: 51015  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: SPECIFIED ELSEWHE

CONTACT PERSON: DOUGLAS RAYNOR

CONTACT PHONE: 732-741-4387  
ORDER FAX # : 732-842-6093

XTEND COMMUNICATIONS CORP  
171 MADISON AVE  
NEW YORK, NY 10016

NO /NO /NO /YES

CONTRACT #: 51022  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 30 DAYS ARO

CONTACT PERSON: DONNA M MESSINEO

CONTACT PHONE: 212-951-7600  
ORDER FAX # : 212-951-7683

\*\* SEE AUTHORIZED DEALER LIST \*\*

ZETRON INC  
PO BOX 97004  
REDMOND, WA 98073-9704

NO /NO /NO /YES

CONTRACT #: 51008  
EXPIRATION DATE: 01/31/06  
TERMS: NONE  
DELIVERY: 8 WEEKS ARO

CONTACT PERSON: MARC ANTON

CONTACT PHONE: 425-820-6363  
ORDER FAX # : 425-820-7031

\*\* SEE AUTHORIZED DEALER LIST \*\*

AUTHORIZED DEALER/DISTRIBUTERS INDEX NO: T1044  
FOR THE FOLLOWING CONTRACT VENDORS PAGE NO: 6  
CONTRACT: 51007 - 9-1-1 TELECOMMUNICATIONS EQUIPMENT  
DELAWARE OFFICE EQUIPMENT CO MICRO STRATEGIES INC  
1200 PHILADELPHIA PIKE 104 BROADWAY  
WILMINGTON DE 19809 DENVER NJ 07843 1139  
CONTACT: THOMAS J RUSSO CONTACT: ANTHONY BONGIOVANNI  
PHONE : 302 798 7500 0000 PHONE : 973 625 7721 0000

THALES CONTACT SOLUTIONS INC  
950 HERNDON PKWY/STE 250  
HERNDON VA 20170 5537

CONTACT: TERRY ST PIERRE  
PHONE : 800 553 8279 0000

AUTHORIZED DEALER/DISTRIBUTERS INDEX NO: T1044  
FOR THE FOLLOWING CONTRACT VENDORS PAGE NO: 7  
CONTRACT: 51008 - 9-1-1 TELECOMMUNICATIONS EQUIPMENT  
B & C COMMUNICATIONS INC  
1 BOHNERT PLACE  
WALDWICK NJ 07463

CONTACT: ROBERT T SMITH  
PHONE : 201 670 1985 0000

AUTHORIZED DEALER/DISTRIBUTERS INDEX NO: T1044  
FOR THE FOLLOWING CONTRACT VENDORS PAGE NO: 8  
CONTRACT: 51022 - 9-1-1 TELECOMMUNICATIONS EQUIPMENT  
AVAYA INC  
SUITE 201  
MT LAUREL NJ 08054

CONTACT: MICHAEL MCANDREWS  
PHONE : 856 273 5051

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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VNDR: EVENTIDE INC CNTRCT #: 51005

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 725-18-043815	1.000	EACH	15.00%	N/A
	EVENTIDE - LOGGING RECORDER				
	9-1-1 TELECOMMUNICATIONS EQUIPMENT				
	P/L - 11/01/01 INCLUDES INSTALLATION				
00044	COMM CODE: 725-18-044479	1.000	LOT	NET	N/A
	MAINTENANCE TO 9-1-1 TELECOMMUNICATION				
	EQUIPMENT				

EXHIBIT A - ALL INCLUSIVE ANNUAL  
MAINTENANCE  
P/L - 11/01/01

VNDR: KML TECHNOLOGY INC

CNTRCT #: 51010

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00020	COMM CODE: 725-18-044135 KML TECHNOLOGY - CALL ANSWERING EQUIPMENT (9-1-1) 9-1-1 TELECOMMUNICATIONS EQUIPMENT P/L - 11/29/01 INCLUDES INSTALLATION DISCOUNT SCHEDULE	1.000	EACH	NET	N/A
00041	COMM CODE: 725-18-044476 LABOR - TO INSTALL EQUIPMENT LABOR RATE, STRAIGHT TIME, MON. THRU FRI 8:00 A.M. TO 5:00 P.M.	1.000	HOURL	N/A	\$100.00000
00042	COMM CODE: 725-18-044477 LABOR - TO INSTALL EQUIPMENT LABOR RATE, OVERTIME, MON. THRU SAT. 5:01 P.M. TO 7:49 P.M.	1.000	HOURL	N/A	\$150.00000
00043	COMM CODE: 725-18-044478 LABOR - TO INSTALL EQUIPMENT LABOR RATE - SUNDAY, HOLIDAYS	1.000	HOURL	N/A	\$200.00000
00044	COMM CODE: 725-18-044479 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOURL	NET	N/A

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CONTRACT ITEMS/SERVICES  
BY VENDOR

VNDR: KML TECHNOLOGY INC

CNTRCT #: 51010

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	CONTINUED.....				

EXHIBIT A - ALL INCLUSIVE ANNUAL  
MAINTENANCE

PRICES AS LISTED IN BID PROPOSAL

00045	COMM CODE: 725-18-044480 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOURL	NET	N/A
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EXHIBIT B - TIME AND MATERIAL HOURLY  
RATES

PRICES AS LISTED IN BID PROPOSAL

00046	COMM CODE: 725-18-044481 TRAINING	1.000	LOT	NET	N/A
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1/2 DAY TRAINING \$399.00

FULL DAY TRAINING: \$799.00

VNDR: KOVA CORP

CNTRCT #: 51023

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 725-18-044479 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOURL	NET	N/A

EXHIBIT A - ALL INCLUSIVE ANNUAL  
MAINTENANCE  
00045 COMM CODE: 725-18-044480 1.000 HOUR NET N/A  
MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
EQUIPMENT

EXHIBIT B - TIME AND MATERIAL HOURLY  
RATES  
00050 COMM CODE: 725-18-045208 1.000 HOUR 10.00% N/A  
KOVA - LOGGING RECORDER  
9-1-1 TELECOMMUNICATION EQUIPMENT

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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VNDR: KOVA CORP CNTRCT #: 51023

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00050	CONTINUED.....				

DELIVERY: 30 DAYS ARO  
P/L - 11/01

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VNDR: NICE SYSTEMS CNTRCT #: 51004

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 725-18-043814 DICTAPHONE - LOGGING RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT TABLE A: 35%, TABLE B: NET	1.000	EACH	NET	N/A
00011	COMM CODE: 725-18-043827 DICTAPHONE - INSTANT PLAYBACK RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT TABLE A: 35%, TABLE B: NET	1.000	EACH	NET	N/A
00042	COMM CODE: 725-18-044477 LABOR - TO INSTALL EQUIPMENT LABOR RATE, OVERTIME, MON. THRU SAT. 5:01 P.M. TO 7:49 P.M.	1.000	HOUR	N/A	\$294.00000
00043	COMM CODE: 725-18-044478 LABOR - TO INSTALL EQUIPMENT LABOR RATE - SUNDAY, HOLIDAYS	1.000	HOUR	N/A	\$392.00000
00044	COMM CODE: 725-18-044479 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOUR	NET	N/A

EXHIBIT A - ALL INCLUSIVE ANNUAL  
MAINTENANCE  
PRICES AS LISTED IN THE BID PROPOSAL  
00045 COMM CODE: 725-18-044480 1.000 HOUR NET N/A  
MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
EQUIPMENT

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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VNDR: NICE SYSTEMS CNTRCT #: 51004

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00045	CONTINUED.....				
EXHIBIT B - TIME AND MATERIAL HOURLY RATES					
PRICES AS LISTED IN THE BID PROPOSAL					
00046	COMM CODE: 725-18-044481	1.000	HOUR	NET	N/A
TRAINING					

PRICES AS LISTED IN BID PROPOSAL

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LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
VNDR: NICE SYSTEMS					
CNTRCT #: 51007					
00008	COMM CODE: 725-18-043821	1.000	EACH	15.00%	N/A
THALES CONTACT SOLUTIONS - LOGGING RECORDER					
9-1-1 TELECOMMUNICATIONS EQUIPMENT					
P/L - 10/01					
00015	COMM CODE: 725-18-043833	1.000	EACH	15.00%	N/A
THALES CONTACT SOLUTIONS					
LOGGING RECORDER					
9-1-1 TELECOMMUNICATIONS EQUIPMENT					
P/L - 10/01					
00041	COMM CODE: 725-18-044476	1.000	EACH	N/A	\$120.00000
LABOR - TO INSTALL EQUIPMENT					
LABOR RATE, STRAIGHT TIME, MON. THRU FRI					
8:00 A.M. TO 5:00 P.M.					
00042	COMM CODE: 725-18-044477	1.000	EACH	N/A	\$180.00000
LABOR - TO INSTALL EQUIPMENT					
LABOR RATE, OVERTIME, MON. THRU SAT.					
5:01 P.M. TO 7:49 P.M.					
00043	COMM CODE: 725-18-044478	1.000	EACH	N/A	\$240.00000
LABOR - TO INSTALL EQUIPMENT					
LABOR RATE - SUNDAY, HOLIDAYS					

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
VNDR: NICE SYSTEMS					
CNTRCT #: 51007					
00044	COMM CODE: 725-18-044479	1.000	HOUR	NET	N/A
MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT					
EXHIBIT A - ALL INCLUSIVE ANNUAL MAINTENANCE					
00045	COMM CODE: 725-18-044480	1.000	HOUR	NET	N/A
MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT					
EXHIBIT B - TIME AND MATERIAL HOURLY RATES					
00046	COMM CODE: 725-18-044481	1.000	LOT	NET	N/A
TRAINING					

1/2 DAY TRAINING: \$500.00  
FULL DAY TRAINING: \$1,000.00

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LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
VNDR: OFFICE BUSINESS SYSTEMS INC					
CNTRCT #: 51006					

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 725-18-043816 EXACOM - LOGGING RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT MODELS 1964, 1776 \$389.00	1.000	EACH	NET	N/A
00004	COMM CODE: 725-18-043817 EYRETEL - LOGGING RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT P/L - 1/11/99	1.000	EACH	15.00%	N/A
00006	COMM CODE: 725-18-043819 LANIER - LOGGING RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT EYRETEL	1.000	EACH	15.00%	N/A
00041	COMM CODE: 725-18-044476 LABOR - TO INSTALL EQUIPMENT LABOR RATE, STRAIGHT TIME, MON. THRU FRI 8:00 A.M. TO 5:00 P.M.	1.000	HOUR	N/A	\$238.00000

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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VNDR: OFFICE BUSINESS SYSTEMS INC			CNTRCT #: 51006		
00042	COMM CODE: 725-18-044477 LABOR - TO INSTALL EQUIPMENT LABOR RATE, OVERTIME, MON. THRU SAT. 5:01 P.M. TO 7:49 P.M.	1.000	HOUR	N/A	\$357.00000
00043	COMM CODE: 725-18-044478 LABOR - TO INSTALL EQUIPMENT LABOR RATE - SUNDAY, HOLIDAYS	1.000	HOUR	N/A	\$476.00000
00044	COMM CODE: 725-18-044479 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOUR	NET	N/A
EXHIBIT A - ALL INCLUSIVE ANNUAL MAINTENANCE PRICES AS LISTED IN BID PROPOSAL					
00045	COMM CODE: 725-18-044480 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOUR	NET	N/A
EXHIBIT B - TIME AND MATERIAL HOURLY RATES PRICES AS LISTED IN BID PROPOSAL					
00046	COMM CODE: 725-18-044481 TRAINING	1.000	LOT	NET	N/A
1/2 DAY TRAINING: \$716.00 FULL DAY TRAINING: \$1,432.00					
00047	COMM CODE: 725-18-045205 ASC TELECOM - LOGGING RECORDER 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	EACH	13.50%	N/A
DELIVERY: 46 DAYS ARO P/L - 5/01					
00048	COMM CODE: 725-18-045206 MERCOM - LOGGING RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT	1.000	EACH	13.50%	N/A

DELIVERY: 46 DAYS ARO  
P/L - 11/01

---

VNDR: SHARED TECHNOLOGIES FAIRCHILD CNTRCT #: 51016  
INC  
LINE# DESCRIPTION/MFGR/BRAND EST QUANTITY UNIT % DISCOUNT UNIT PRICE  
00024 COMM CODE: 725-18-044139 1.000 EACH 5.00% N/A  
POSITRON PUBLIC SAFETY SYSTEMS - CALL  
ANSWERING EQUIPMENT (9-1-1)

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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VNDR: SHARED TECHNOLOGIES FAIRCHILD CNTRCT #: 51016  
INC  
LINE# DESCRIPTION/MFGR/BRAND EST QUANTITY UNIT % DISCOUNT UNIT PRICE  
00024 CONTINUED.....  
9-1-1 TELECOMMUNICATIONS EQUIPMENT  
P/L - ISSUE 31, REV. 1.0

00041 COMM CODE: 725-18-044476 1.000 HOUR N/A \$80.00000  
LABOR - TO INSTALL EQUIPMENT  
LABOR RATE, STRAIGHT TIME, MON. THRU FRI  
8:00 A.M. TO 5:00 P.M.

00042 COMM CODE: 725-18-044477 1.000 HOUR N/A \$120.00000  
LABOR - TO INSTALL EQUIPMENT  
LABOR RATE, OVERTIME, MON. THRU SAT.  
5:01 P.M. TO 7:49 P.M.

00043 COMM CODE: 725-18-044478 1.000 HOUR N/A \$160.00000  
LABOR - TO INSTALL EQUIPMENT  
LABOR RATE - SUNDAY, HOLIDAYS

00044 COMM CODE: 725-18-044479 1.000 HOUR NET N/A  
MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
EQUIPMENT

EXHIBIT A - ALL INCLUSIVE ANNUAL  
MAINTENANCE

00045 COMM CODE: 725-18-044480 1.000 HOUR NET N/A  
MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
EQUIPMENT

EXHIBIT B - TIME AND MATERIAL HOURLY  
RATES

00046 COMM CODE: 725-18-044481 1.000 LOT NET N/A  
TRAINING

PRICES AS LISTED IN BID PROPOSAL

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VNDR: TEL CONTROL INC CNTRCT #: 51014  
LINE# DESCRIPTION/MFGR/BRAND EST QUANTITY UNIT % DISCOUNT UNIT PRICE  
00021 COMM CODE: 725-18-044136 1.000 EACH NET N/A  
INTRADO - CALL ANSWERING  
EQUIPMENT (9-1-1)

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CONTRACT ITEMS/SERVICES  
BY VENDOR

---

VNDR: TEL CONTROL INC

CNTRCT #: 51014

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00021	CONTINUED.....				
9-1-1	TELECOMMUNICATIONS EQUIPMENT				
P/L	- 11/29/01 INCLUDES INSTALLATION PRICING				
00041	COMM CODE: 725-18-044476	1.000	HOUR	N/A	\$300.00000
	LABOR - TO INSTALL EQUIPMENT				
	LABOR RATE, STRAIGHT TIME, MON. THRU FRI				
	8:00 A.M. TO 5:00 P.M.				
00042	COMM CODE: 725-18-044477	1.000	HOUR	N/A	\$450.00000
	LABOR - TO INSTALL EQUIPMENT				
	LABOR RATE, OVERTIME, MON. THRU SAT.				
	5:01 P.M. TO 7:49 P.M.				
00043	COMM CODE: 725-18-044478	1.000	HOUR	N/A	\$600.00000
	LABOR - TO INSTALL EQUIPMENT				
	LABOR RATE - SUNDAY, HOLIDAYS				
00044	COMM CODE: 725-18-044479	1.000	HOUR	NET	N/A
	MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT				
	EXHIBIT A - ALL INCLUSIVE ANNUAL MAINTENANCE				
	PRICES AS LISTED IN BID PROPOSAL				
00045	COMM CODE: 725-18-044480	1.000	HOUR	NET	N/A
	MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT				
	EXHIBIT B - TIME AND MATERIAL HOURLY RATES				
	PRICES AS LISTED IN BID PROPOSAL				

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VNDR: UNITED TELEPHONE CO OF NJ  
BUSINESS COMM SYSTEMS DIV

CNTRCT #: 51009

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	COMM CODE: 725-18-044133	1.000	EACH	NET	N/A
	CML TECHNOLOGIES - CALL ANSWERING EQUIPMENT (9-1-1)				

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CONTRACT ITEMS/SERVICES  
BY VENDOR

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VNDR: UNITED TELEPHONE CO OF NJ  
BUSINESS COMM SYSTEMS DIV

CNTRCT #: 51009

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00018	CONTINUED.....				
9-1-1	TELECOMMUNICATIONS EQUIPMENT				
	CATEGORY A: 34%				
	CATEGORY B: 22%				
	CATEGORY C: 7%				
	CATEGORY D: 0%				
	P/L - 9/01				
00041	COMM CODE: 725-18-044476	1.000	HOUR	N/A	\$124.08000
	LABOR - TO INSTALL EQUIPMENT				
	LABOR RATE, STRAIGHT TIME, MON. THRU FRI				
	8:00 A.M. TO 5:00 P.M.				
00042	COMM CODE: 725-18-044477	1.000	HOUR	N/A	\$186.12000



LABOR - TO INSTALL EQUIPMENT  
 LABOR RATE, OVERTIME, MON. THRU SAT.  
 5:01 P.M. TO 7:49 P.M.  
 00043 COMM CODE: 725-18-044478 1.000 HOUR N/A \$248.16000  
 LABOR - TO INSTALL EQUIPMENT  
 LABOR RATE - SUNDAY, HOLIDAYS  
 00044 COMM CODE: 725-18-044479 1.000 HOUR NET N/A  
 MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
 EQUIPMENT

EXHIBIT A - ALL INCLUSIVE ANNUAL  
 MAINTENANCE  
 PRICES AS LISTED IN BID PROPOSAL  
 00045 COMM CODE: 725-18-044480 1.000 LOT NET N/A  
 MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
 EQUIPMENT

EXHIBIT B - TIME AND MATERIAL HOURLY  
 RATES  
 PRICES AS LISTED IN BID PROPOSAL  
 00046 COMM CODE: 725-18-044481 1.000 LOT NET N/A  
 TRAINING

1/2 DAY TRAINING: \$380.00  
 FULL DAY TRAINING: \$760.00

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CONTRACT ITEMS/SERVICES  
 BY VENDOR

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
VNDR: VERIZON NEW JERSEY CNTRCT #: 51015					
00023	COMM CODE: 725-18-044138 PLANT EQUIPMENT CO. - CALL ANSWERING EQUIPMENT (9-1-1) 9-1-1 TELECOMMUNICATIONS EQUIPMENT NJ STATE PRICE LIST	1.000	EACH	5.00%	N/A
00041	COMM CODE: 725-18-044476 LABOR - TO INSTALL EQUIPMENT LABOR RATE, STRAIGHT TIME, MON. THRU FRI 8:00 A.M. TO 5:00 P.M. \$120.00 PER HOUR \$ 37.50 PER 30 MIN INCREMENT	1.000	HOUR	NET	N/A
00042	COMM CODE: 725-18-044477 LABOR - TO INSTALL EQUIPMENT LABOR RATE, OVERTIME, MON. THRU SAT. 5:01 P.M. TO 7:49 P.M. \$180.00 PER HOUR \$ 56.25 PER 30 MIN INCREMENT	1.000	HOUR	NET	N/A
00043	COMM CODE: 725-18-044478 LABOR - TO INSTALL EQUIPMENT LABOR RATE - SUNDAY, HOLIDAYS \$240.00 PER HOUR \$ 75.00 PER 30 MIN INCREMENT	1.000	HOUR	NET	N/A
00044	COMM CODE: 725-18-044479 MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT	1.000	HOUR	NET	N/A

EXHIBIT A - ALL INCLUSIVE ANNUAL  
 MAINTENANCE

PRICES AS LISTED IN BID PROPOSAL.  
 00045 COMM CODE: 725-18-044480 1.000 HOUR NET N/A  
 MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
 EQUIPMENT

EXHIBIT B - TIME AND MATERIAL HOURLY  
 RATES

\$82.50 INITIAL 30 MINUTEDS, \$37.50 EACH  
 ADDITIONAL 30 MINUTES.

00046 COMM CODE: 725-18-044481 1.000 EACH NET N/A  
 TRAINING

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CONTRACT ITEMS/SERVICES  
 BY VENDOR

VNDR: VERIZON NEW JERSEY CNTRCT #: 51015

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00046	CONTINUED.....				
	1/2 DAY TRAINING:	\$750.00			
	FULL DAY TRAINING:	\$1500.00			

VNDR: XTEND COMMUNICATIONS CORP CNTRCT #: 51022

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00044	COMM CODE: 725-18-044479	1.000	EACH	NET	N/A
	MAINTENANCE TO 9-1-1 TELECOMMUNICATION EQUIPMENT				

EXHIBIT A - ALL INCLUSIVE ANNUAL  
 MAINTENANCE

PRICES AS LISTED IN BID PROPOSAL

00045 COMM CODE: 725-18-044480 1.000 EACH NET N/A  
 MAINTENANCE TO 9-1-1 TELECOMMUNICATION  
 EQUIPMENT

EXHIBIT B - TIME AND MATERIAL HOURLY  
 RATES

PRICES AS LISTED IN BID PROPOSAL

00046 COMM CODE: 725-18-044481 1.000 EACH NET N/A  
 TRAINING

PRICES AS LISTED IN BID PROPOSAL

00051 COMM CODE: 725-18-044141 1.000 EACH 10.00% N/A  
 XTEND COMMUNICATIONS - CALL ANSWERING  
 EQUIPMNET (9-1-1)  
 9-1-1 TELECOMMUNICATIONS EQUIPMENT  
 DELIVERY: 30 DAYS ARO  
 BRAND: PC/PSAP - PAGE 1 OF PRICE LIST  
 PRICE LIST DATE: 8/1/01

VNDR: ZETRON INC CNTRCT #: 51008

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00017	COMM CODE: 725-18-043836	1.000	EACH	NET	N/A
	ZETRON - INSTANT PLAYBACK RECORDER 9-1-1 TELECOMMUNICATIONS EQUIPMENT				

INDEX NO: T1044

CONTRACT ITEMS/SERVICES  
BY VENDOR

VNDR: ZETRON INC				CNTRCT #: 51008		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE	
00017	CONTINUED.....					
	P/L - 1/01					
00027	COMM CODE: 725-18-044142	1.000	EACH	NET	N/A	
	ZETRON, INC. - CALL ANSWERING EQUIPMENT					
	(9-1-1)					
	9-1-1 TELECOMMUNICATIONS EQUIPMENT					
	P/L - 1/01					
00041	COMM CODE: 725-18-044476	1.000	HOUR	N/A	\$147.00000	
	LABOR - TO INSTALL EQUIPMENT					
	LABOR RATE, STRAIGHT TIME, MON. THRU FRI					
	8:00 A.M. TO 5:00 P.M.					
00042	COMM CODE: 725-18-044477	1.000	HOUR	N/A	\$220.00000	
	LABOR - TO INSTALL EQUIPMENT					
	LABOR RATE, OVERTIME, MON. THRU SAT.					
	5:01 P.M. TO 7:49 P.M.					
00043	COMM CODE: 725-18-044478	1.000	HOUR	N/A	\$294.00000	
	LABOR - TO INSTALL EQUIPMENT					
	LABOR RATE - SUNDAY, HOLIDAYS					
00044	COMM CODE: 725-18-044479	1.000	HOUR	NET	N/A	
	MAINTENANCE TO 9-1-1 TELECOMMUNICATION					
	EQUIPMENT					
	EXHIBIT A - ALL INCLUSIVE ANNUAL					
	MAINTENANCE					
	PRICE AS LISTED IN BID PROPOSAL					
00045	COMM CODE: 725-18-044480	1.000	HOUR	NET	N/A	
	MAINTENANCE TO 9-1-1 TELECOMMUNICATION					
	EQUIPMENT					
	EXHIBIT B - TIME AND MATERIAL HOURLY					
	RATES					
	PRICE AS LISTED IN BID PROPOSAL					
00046	COMM CODE: 725-18-044481	1.000	LOT	NET	N/A	
	TRAINING					
	1/2 DAY & FULL DAY TRAINING: \$2500.00					

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